DISTRICT INVESTIGATION

member; he introduced me to him. He said, I think, that he was in the auditor's department of the Board of Public Works. He said he was where it would be easy to get money when we got through with our job. The gentleman came up on to the street; we sat down on the carbstone and talked the matter over perhaps for an hour. He told me the board would give him a contract for 40,000 yards of pavement; that he wanted to know the best kind of pavement to but down to make money out of and

A. Well, sir, it takes for the DeGolyer pavement, with a six-inch block—what we call six inches deep—it takes forty feet of lumber to

Q. Then six times nine would be fifty-four! A. here are spaces of three-quarters of an inchor instance there nine rows of blocks of three sches thick to the row, that would be 27 sches. Then taking usually the nine rows of places, it will average when the street is done, when it is tamped with gravel an inch space, when it is tamped with gravel an inch space, making the S6 inches. There times nine would be twenty-seven of the block, and an inch space inches. Therefore there would be nine rows of blocks and nine spaces to make a superficial yard. Now, calling the blocks is inches one way and six inches the other, and three inches one way and six inches the other, and three inches one way and six inches she other. Q. They also put down pavements? A. Yes, sir, we commenced putting down these blocks in July, 1873. What July is usually the nine rows of blocks and nine spaces to make a superficial yard. Now, calling the blocks six inches long, three inches one way and six inches the other, and three inches one way and six inches the other. Q. They also put down pavements? A. Yes, sir, we commenced putting down these blocks in July, 1873, the committee to it, but I do not been called to the property was included in that deem, at the present stage of the case, that it is of the slightest importance.

By Mr. Stewart: Q. You say that you brought these blocks on in July, 1873. What July, 1874. It do not been called to the property was included in that deem, at the present stage of the case, that it is of the slightest importance.

By Mr. Stewart: Q. You say that you brought the see blocks on in July, 1873. What July, 1873. What July, 1873. What July, 1874. Yes, sir, the committee to it, but I do not thow.

G. They slightest importance.

By Mr. Stewart: Q. They also put down pavements? A. Yes, sir, the say the property was included in that mortgage, not here, I think that is a proper of the property was included in that working the say that the committee t feet: A. I will get at that in this way.

Q. Then six times nine, if you counted every incl.—six times uine would be fifty-four! A. There are spaces of three-quarters of an inch. For instance there nine rows of blocks of three

No, sir, not any at all. We figured 50 feet to the square yard when we put boards under it. Q. That would make the lumber, calling it work simply on grading, not putting down any of for it on the dock—that would be \$22 a thousand for it on the dock—that would be \$23 a thousand which would be two cents and two mills to the foot! A. We allow them \$5 a thousand for treating, which they claim with the Samson the for treating, which they claim with the Samson the for the square yard when we put boards under it. Q. And you worked for them? A! I was at work simply on grading, not putting down any pavement at all.

Q. You did not put down any other pavement; you simply had the grading contract! A. I was the for treating, which they claim with the Samson treating the square yard when we put boards under it. Q. And you worked for them? A! I was at work simply on grading, not putting down any what is enumerated there. Now you may state what is enumerated there. Now you may state work simply on grading, not putting down any bear that you simply had the grading contract! A. I was the being understood! A. Fifteen thousand dollars would have been, probably, a large price for it. No, sir, not any at all. We figured 50 feet to the square yard when we put boards under it. Q. That would make the lumber, calling it for treating, which they cannow win the code in the superintendent for that.

Q. How long did you continue on that!

A. Yes, sand more, which would make \$20 a thousand, and the sand more, which would make \$20 a thousand,

Q. Then that took you into Soptember some.

Mr. Christy. Q. Was that property used in the time.

Q. Lumber ready to lay down? A. Yes, sir.
That is, at the price here.
Q. Now go on and state the other items of cost? A. The cost of laying a wooden pavement is usually from 12% to 15 cents a square yard. That is what we figured it at in making

ontracts.

Q. Does that include all expenses of laying? A. Then the expense of the gravel between the blocks and on the surface here in this contract was 15 cents. We had a contract with Peter McNamara to furnish it for 15 cents per square yard. That includes the whole of the work

A. This first fifteen cents per square yard that you have named includes the cost of labor, and the cost of superintendence, &c./ A. Yes

Yes, sir. Q. It costs fifteen cents per square yard to lay upon the streets? A. Yes, sir.

By Mr. Wilson: Q. What did you say the lumber was? A. Quality of the lumber? Q. No, sir; I mean the amount. A. One dollar and twenty cents a square yard, sir, with six-inch block.

Q. Do you include in this cost any sum for

grading—preparing the street for this pave-ment! A. No, sir; that is just simply the cost of the wooden blocks put down. Q. The street being thoroughly prepared for

That is what I understood.

Q. Was there any such grading done by De-Golyer & McClellan! A. We did not do any.

Q. You were paid extra for all the grading you did! A. All the grading we did was paid extra for; at least, I kept an account of it.

Q. Have you given all the items now of the cost of laying this DeGolyer parametr. cost of laying this DeGolyer pavement? A

Yes, sir. By Mr. Stewart: Q. How much did that extra account amount to? A. I simply gave the time to the office and marked it "time of grad-ing." That was on Eighth street. I can exing." That was on Engine.
plain that in this way.
Mr. Hubbell. We are talking about the Ave-

Mr. Stewart. All that DeGolyer put down.
Q. You say that was down on Eighth street,
too! A. Yes, sir.
By the Chairman: Q. Give any fact in relation to this DeGolyer & McClellan contract or
contracts! A. On Eighth street the contract
was given to some other party, and they did

was given to some other party, and they did not quite finish the grading, consequently I took the gang of men and worked a number of days. I cannot tell the exact number, perhaps in all ten days of grading and finishing up. We wheeled in. It was in the time of the horse returned the time we were doing that to the

office as extra work.

By Mr. Stewart: Q. To what office? A. To tracts and vouchers in this case.
Witness. I will state that it was certified to by the superintendent.

By Mr. Stewart: Q. Did you do any other

grading in laying down any portion of the De-Golyer & McClellan pavement? A. No, sir; that was all.

By the Chairman: Q. Were you the superin by the Chairman: Q. Were you the superin-dent in charge of that work for DeGolyer & McClellan when it began? A. I was. Q. Where did you begin that work? A. We began it at First street here—at First street

and went pack to third street. We were waiting until this decision of the horse-railroad company was made out there.

Q. Do I understand you to say that you only did a small amount of grading; that is to say, what occupied ten days or two weeks! A. I think that was about the time.

Q. What was the condition of the street when you here an work upon it! A. It was mar. hen you began work upon it? A. It was par

it, on Eighth street.
Q. How graded—filling or excavation? A. It Q. How graded—filling or excavation? A. It was cut out in the first place for macadamizing, and in some places we had to fill in, and in others we had to wheel it out. We wheeled it out with wheelbarrows and the city teams afterward hauled it away—hauled it to the side.

rects.

O. What I want to get at is this, whether c not you found this street graded when you began your work, or whether you did the grading! A. We did not find the grading complete. We did some grading—what we call trim-

O. Was the grading done, except the trir street; for instance, the intersections, the cross-ings. We dug out, I think, three crossings that were not furnished in the other contract. Q. This on Eighth street I am speaking of Just describe. A. From Pe

avenue to the navy-yard gate on Eighth street. That is the only place that we did no grading

Q. No particular pavement was named? A. No, sir; not at that time.
Q. What pavement did you advise him to lay as the most profitable? A. I told him there was most money in the pavement we were putting down.
Q. That is, the most profit? A. Yes, sir.
Q. I wish you would state to the committee what it costs to lay that DeGolyer & McClellan pavement? A. It doesn't cost much.
Q. Just state the whole cost in detail of that pavement per yard? A. Would you like to have amount of materials and everything?
Mr. Wilson. Everything. We want an itemized account. you know! A. I presume so, from the fact that I saw them going on with the work after-

inches deep—B takes forty feet of lumber to the square yard.

Q. What does that cost per yard? A. The lumber hero, they paid \$218 a thousand for; I think that was the contract price for the lumber delivered on the dock. For a part, it seems to me, that they paid for the first they got \$22, but we will take it as a basis at \$23.

By Mr. Stewart: Q. Forty feet of lumber. How do you figure that out! How do you figure your lumber? How thick do you allow fit to the foot—hoard measure? A. The board measure.

Q. Mr. Peter McNamara you say with the wooden-block pavements that are throughout the country. No. 2 is decidedly a better throughout the country. No. 2 is decidedly a contract price fraud, a humbug and a swindle. By the Chairman: Let me ask you a question.

Q. You do not know the amount of grading done by Mr. McNamara? A. No, sir.

Q. You are not now in the employ of this firm of De Golyer & McClellan? A. No, sir.

Q. When did you cease to be? A. The last the property that De Golyer and McClellan had in this city at that time—at the time of the execution of the contract, say October 8, 1873? A. I know their cylinder for treating the lumber, its location. wards.

Q. Mr. Peter McNamara you say did all this

you began to lay this pavement in July, 1873, and you continued from that to the 1st of January, 1873! A. Yes, sir.
By Mr. Stewart: Q. That was in July, 1873,

Q. What kind of a looking man was the man that Hopkins brought you from the Board of Public Works? A. I think he was rather a smallish gentleman, dark complexion; I should think perhaps about thirty-five years old.
Q. How did you know he was in the auditor's department! A. Well I would not be positive that he was in the auditor's department, but I know that Mr. Hopkins told me he was in one of the department.

ment. I think it is the Ballard pavement.

Q. Did you do any work for Taylor and Filbert? A. I superintended the grading of a part of F street, at the corner of F street and Thirteenth, I think it was, and along near the hotel there, in front of the Ebbitt House. I worked there.

Q. Did you do any other work for Taylor & Filbert? A. That is all.

Q. Do you know whether the streets were ready to grade for Taylor & Filbert, except F street! A. I do not know.

Q. Do you know what amount of grading there was on F street? A. Well, sir, I should think the cut there on an average was about three feet.

three feet.

By the Chairman: Q. Did I understand you correctly when I understood you to say that the total cost of the pavement is \$1.50 per square yard, including the blocks, labor, gravel, everything! A. Yes, sir; that constitutes the whole cost of the pavement; the actual working cost of the pavement in this city.

By Mr. Hubbell: Q. Do you allow anything for smoothing down or fixing the bed! A. That is included in the labor.

By Mr. Stewart: Q. Everything in the cost.

That is included in the labor.

By Mr. Stewart: Q. Everything in the cost is included in this \$1.507 A. Yes, sir.

By the Chairman: Q. One dollar and fifty cents per square yardi A. Yes, sir; that is alled it cost to put it down. I have once before a stated that it cost about \$1.75 a yard. I alled it cost to put it down. I have once before a lowed for that in the statement that I once lowed for that in the statement that I once made—I allowed for discount on District bonds. I allowed twenty-five cents a yard, nearly, for that, to correspond with the statement I have made once before. I should say to the community of the wood-pavement, that it can be seen now right out here on First street. They are putting it down to-day, or were on yesterday.

By Mr. Hubbell: Q. They are filling up a piece of A street, are they not? A. Yes, sir; I was examining the blocks yesterday. Anybody can see by going there; and those I put downin.

By Mr. Bevart: Q. Everything in the cost about of filling in the cost about \$1.507 A. Yes, sir; I was examining the blocks yesterday. Anybody can see by going there; and those I put downin.

Q. Was that the condition of the street throughout its entire length, from First street to the navy-yard? A. No. sir.

Q. I wish you would state to the committee, whether this contract was made in writing or not with DeGolyer & McClellan pavement. On what streets? A. We laid it from First street on Pennsylvania avenue to Eighth street, including, reservations between Fourth and Sixth streets, and on Eighth street we laid it from Pennsylvania avenue to the navy-yard gate.

Q. Alter the work was under way? A. Yes, sir.

Q. Can you give an estimate of the total value of grading done by DeGolyer & McClellan was no contract in writing untill, I think, October or November.

Q. Can you give an estimate of the total value of grading done by DeGolyer & McClellan was no writings or bonds made up to that time, and at that time I think they perfected the row the was a swindle and a fraud. Did you know the was a swindle and a fraud. Did you know the was a swindle and a fraud. Did you know the was a swindle and a fraud. Did you know the when you were putting it down in the beginning? A. I did not, sir.

an hour. He told me the board would give him a contract for 40,000 yards of pavements, that he wanted to know the best kind of pavement to put down to make money out of, and the participated of the contract. I then hed a tagk with De Golyor, but he did not see fit to release me, corresponding to the contract. I then had a tagk with De Golyor, but he did not see fit to release me, corresponding to the contract. I then had a tagk with De Golyor, but he did not see fit to release me, corresponding to the contract. I then had a tagk with De Golyor, but he did not see fit to release me, corresponding to the contract. I then had a tagk with De Golyor, but he did not see fit to release me, corresponding to the contract. I then had a tagk with De Golyor, but he did not see fit to release me, corresponding to the contract. I then had a tagk with De Golyor, but he did not see fit to release me, corresponding to the contract. I then had a tagk with De Golyor, but he did not see fit to release me, corresponding to the contract. I then had a tagk with De Golyor, but he did not see fit to release me, corresponding to the contract. I then had a tagk with De Golyor, but he did not see fit to release me, corresponding to the contract. I then had a tagk with De Golyor, but he did not see fit to release me, corresponding to the contract. I then had a tagk with De Golyor, but he did not see fit to release me, corresponding to the contract. I then had a tagk with De Golyon had the patent than the contract. I then had a tagk with De Golyon had the patent than the contract. I then had a tagk with De Golyon had the patent than the contract. I then had a tagk with De Golyon had the patent than the contract. I then had a tagk with De Golyon had the patent than the contract when you had the patent than the contract. I the patent tage that there was about three feet of grading done on the street. That would be patent the patent than the patent than the patent than the patent that you call become the patent than the patent than the patent

cut the blocks.

Q. How was the saw changed? A. They changed the saws so that they could cut the blocks five inches instead of six.

Q. Do you know whether any blocks of that kind were in fact used? A. I did not see them put in the streets.
Q. Did DeGolyer & McClellan continue to lay pavements here after that time! A. I think they did; I saw them at work on the streets. Dev did; I saw them at work on the streets.

Q. What was your judgment as to the comparative value of DeGolyer No. 1 and DeGolyer No. 2.

No. 1 a very fair pavement; it will average with the wooden-block pavements that are laid throughout the country. No. 2 is decidedly a fraud, a humbug and a swindle.

By the Chairman: Let me ask you a question

the lumber, its location.

Mr. Christy. We expect to show that after

superintendent for that.

Q. How long did you continue on that! A. Mr. Merrick. For the whole of it! A. Yes,

Q. Then that took you into September sometime? A. Yes, sir? That was about the time of the panie here. I quit at that time.

Q. Where did you go then? A. I went on to Boston, from whence I went back to Chicago.

Q. At what time did this conversation occur, that you speak of with Mr. Hopkins? A. This was, I think—it might have been in August. Alt was attement of the original cost of it. That is the only conclusion that I can make, by simply hearing what it was worth.

August, 1872. The first year we did the work, 1872. We were then at work on the reservations down here between Fourth and Sixth streets.

Q. What kind of a looking man was the man that Hopkins brought you from the Board of Public Wickel.

claimed about \$20,000.

By Mr. Mattingly: Q. With the cylinder! A.

The cylinder and all the works.

Mr. Merrick. The cylinder and apparatus embraced in that!

The Witness. Yes, of course. If it was put

but I know that Mr. Hopkins told me he was in one of the departments.

Q. Department of the Board of Public Works!

A. Yes, sir; and he said that the Board of Public Works wanted to do something for him, and gave him the privilege of a contract.

The Christy. I desire to ask this additional question: Whether this machinery could have been used for any other purpose than the treating of wood; whether it would have had value for any other purpose!

A. I do not think the cylinder would. The other machinery—the sawing machinery and the engines connected—

The Chairman. I think Mr. Hopkins, perhaps, would know.

By Mr. Stewart: Q. Do you know where Mr. Hopkins lives! A. I do not. I saw him in the room yesterday, and met him and spoke with him.

By Mr. Wilson: Q. Do you know in what business Mr. Hopkins is! A. He was general superintendent at that time of the work—over one work there.

sawing machinery and the engines connected would have been worth something for some tother purposes.

Mr. Christy. I desire in this connection to offer in evidence the power of attorney which was identified by William A. Cook, the attorney for the District, recently examined, and I desire to offer it for this reason, that it does not confer authority upon the person who executed it on behalf of Mr. DeGolyer.

the pavement? A. Yes, sir.

Q. Under this particular contract of which you are speaking now, was there any grading done by DeGolyer & McClellan? A. Not any except what was charged as extras. We did no grading at all, except what was charged as extras. We did no grading at all, except what was charged as extras.

Q. In this written contract, the persons laying the pavement are required, I believe, generally, to grade two feet without charge? A. That is what I understood.

Superintendent at that time of the work—over our work there.

Q. What is his business now? A. I do not know.

[The name of Mr. Hepkins was subsequently ascertained to be J. M. Hopkins and a subpens was ordered to be issued for him.]

By Mr. Hubbell: Q. How large was the engine? A. I think it was a ten-horse-power.

Q. Portable? A. No, sir, a stationary engine. It might have been more than that; but my impression is now that it was a ten-horse-power. A McClellan paved Pennsylvania avenue from First to Eighth street. Is that right? A. Yes, sir.

Q. Was it a new machine! A. Yes, sir, with in the confirmation of the work—over authority upon the person who executed it on behalf of Mr. DeGolyer.

Q. Portable? A. No, sir, a stationary engine. It might have been more than that; but my impression is now that it was a ten-horse-power. The boilers were a good deal larger; in the boilers were a good deal larger; in the boilers were quite extensive.

Q. Was it a new machine! A. Yes, sir, with in the contract of which is the substitute of the work—over authority upon the person who executed it on behalf of Mr. DeGolyer.

Q. Portable? A. No, sir, a stationary engine. It might have been more than that; but my ascertained to be J. M. Hopkins and a subpens was confered to be issued for him.]

Q. In this written contract, the persons laying the pavement are required, I believe, generally, to grade two feet without charge? A. This firm of De Golyer.

Q. Was it a new machine! A. Yes, sir, with the contraction of the person who executed it on the contraction of the

was Menthued by William A. Cook, the attorney the barrier, recently examined, and idestread the barriers as the perturbed of the work—over our work three.

Was Menthued by William A. Cook, the attorney and idestread the barrier, recently examined, and idestread the work—over our work three.

What is his business now! A. I do not know.

What is his business now! A. I do not know.

What is his business now! A. I do not know.

What is his business now! A. I do not know.

What is his business now! A. I do not know.

What is his business now! A. I do not know.

What is his business now! A. I do not know.

What is his business now! A. I do not know.

What is his business now! A. I do not know.

What is his business now! A. I do not know the name of D. Golyer of the belief of Mr. Defologer.

What is his business now! A. I do not know.

What is his business now! A. I do not know the name of D. Golyer of the belief of the power of the belief where.

What is his business now! A. I do not know.

What is his business now! A. I do not know.

What is his business now! A. I do not know.

What is his business now! A. I do not know.

What is his business now! A. I do not know.

What is his business now! A. I do not know.

What is his business now! A. I do not know.

What is his business now! A. I do not know.

What is his business now! A. I do not know.

What is his business now! A. I do not know.

What is his business now! A. I do not know.

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What is his business now! A. I do not know.

What is his business now! A. I do not know.

What is his business now! A. I do not know!

What is his business now! A. I do not know.

What is his business

med the time we were doing that to the saides.

sides.

G. And for which you charged extra. A. Yes, sir.

Q. And for which you charged extra. A. Yes, sir.

Q. What kind of pavement did Taylor & Witness my hand and notarial seal the day and year first above written.

G. What kind of pavement did Taylor & Filbert lay! A. They were laying a concrete pavement, and also the Ballard wood pavement. I think it is the Ballard pavement.

By Mr. Christy: Q. What kind of lumber did you lay in the first instance! A. We laid pipe!

Q. What a suitable lumber for laying a pavement! A. I do not think it is.
Q. For what reason! A. Because it is a well-known fact that spruce lumber will only last from three to five years.
By the Chairman: Q. What is the difference in cost? A. The difference in cost would be here probably five dollars a thousand, perhaps more. That is owing to the locality that it is brought from, sir. brought from, sir.

By Mr. Merrick. Q. Pine would cost five dol-By Mr. Merrick. Q. Pine would cost five dol-lars more than spruce! A. It would.

By Mr. Christy: Q. Where was this spruce brought from? A. It was brought from the State of Maine.

The Chairman here directed the following order, of September 10, 1873, from the Board of Public Works, to be placed on the record: The secretary was instructed to notify General Jeffries, attoracy for Mr. Zephemian Jones, that

othing.

Q. Your gravel costs you much more there A. Yes, sir; that makes the item of difference.
Q. Did you superintend this pavement of the board from First street to the navy yard gate?

A. I did.

Q. When was it constructed? A. I will qualify that, saying that the cross streets were finished the next season after. I had nothing that the transfer in the crossed the finished the next season after. I had nothing to do with that, simply where they crossed the avenues. I did not do that. Q. When was the main body of the work completed? A. It was completed some time, I think, the last of November or first of Decem-

ber.
Q. Eighteen hundred and seventy-two? A.
Yes, sir.
Q You had at one time been in the employment of the Board of Public Works; had you not! A. I had an appointment but never did any work for them. I was assigned, I think, to some work.

to some work.
Q. State whether that is your letter of resignation

Expressed.

Witness my hand and notarial seal the day and year first above written.

[SEAL.]

FRANK J. SMITH..

Notary Public.

By Mr. Christy: Q. What kind of lumber did you lay, in the first instance! A. We laid pine lumber, in the first instance.

Q. What variety of pine! A. What is known as white pine, from the pineries of Michigan.

Q. To what extent did you use that! A. I think we used, perhaps, about 50,000 feet.

Q. Did you then change the kind of lumber!

A. We did, sir.

Q. What did you use! A. We used spruce lumber.

Q. Is that a suitable lumber for laying a limit of the suitable lumber for laying a

I am not expert enough to know the exact cost of iron or machinery.

Q. I want to know whether that statement of \$30,000 of the cost included the cost of all the property mentioned in this deed! A. Fee, sir.

Q. Or simply the cylinder and appurtenances! A. The cylinder and appurtenances, that is all I see mentioned there.

Q. That statement, then, includes the cost of it the bollers and the two steam engines and everything mentioned there, according to your idea! A. Yes, sir.

By Mr. Christy: Q. You have stated that under the first contract for laying wood pave.

Q. And that if the money was not given to you you would come on here to Washington and blow this process up! A. No. sir; I could not. I have not been in Chicago for the last

not. I have not been in Chicago for the last three weeks.

Q. Did you ever make any demand on Mr. Nicholson for money? A. No, sir; except a little bet which he and I had.

Q. What was the amount of the bet? A. We had a little bet on the election, of about one hundred and sixty odd dollars, I think.

Q. That is all the money you ever from him? A. I didn't get that; he nover paid it.

Q. You never made any demand at any time, then! A. No, sir; I never did.

By Mr. Christy: Q. What is your present business? A. I have been travelling and selling goods for a house in Chicago.

Q. How long is it since you have been in Chicago?

Chicago?

The Witness. Do you mean to be permanent?
Mr. Christy. Yes, to remain.

A. Well, sir, I have not been there to remain since I was last here; I have been through there, and simply stopped long enough to do business; but not to remain there any length

there, and simply stopped long enough to do business; but not to remain there any length of time.

By Mr. Mattingly: Q. When were you last in Chicago? A. I left there last Sunday night about 8 o'clock.

By Mr. Harrington: Q. Were you subpensed here? A. I received a subpensa. Yes, sir. Q. From whom? A. From Mr. French.

The Chairman. The committee sent for this witness by telegram.

Mr. Harrington I was going to follow it up by inquiring with whem he had been in connection prior to his rocept of the telegram, and whether he expected one.

The Chairman. I can answer that question. We have a very long letter from Mr. Quinby addressed to a member of the committee.

Mr. Harrington. That was prior to his subpensa.

The Chairman. I can answer that question.

We have a very long letter from Mr. Quinby addressed to a member of the committee.

Mr. Harrington. That was prior to his subpensa.

The Chairman. I would call the attention of the committee to one fact in connection with the wouchers. I think all the vouchers in regard to this bill for constructing the R. street sewer, that is the only one that I am familiar with.

Q. Do you know of any agreement in writing being prepared or presented to the board and Samuel Strong.

A. I know of none being prepared. I know of its being presented to the board—some paper which you describe.

Q. How long ago? A. I think that was a week ago Monday.

Q. Who had it when you first saw it? A. I first saw it at the rooms of the board on Fourand-half street.

Q. Who had it when you first saw it? A. I do not know, sir.

Q. Was it signed by some of the members of the board.

Q. Who had signed it? A. I didn't have the committee.

A. I do not know, sir.

Q. Was it signed by some of the members of the board.

Q. Who had signed it? A. I didn't have the

the committee to one fact in connection with the vouchers. I think all the vouchers in regard to these DeGolyer & McClellan contracts should after a while be put in evidence. I do not know, sir.

Q. Was it signed by any person or persons; and if so, by whom? A. It is my inpression in the time of the committee to, in connection with this matter now, is an account dated December, 1872. "Time of men and carts grading as per roll, \$1,249.28." (To the witness.) Is that the work which you referred to in the grading that they were allowed for extra?

A. I suppose so; yes.

Q. That is an account made out on the 17th of July, 1873, but the item is of date December, 1872. This is the account upon which the money was paid? A. I think it was in November when the grading was done. Probably the account would be made up in December.

Q. Now state to the committee just how you did that grading, and how you arrived at the amount? A. What grading we did we wheeled it out mostly with wheelbarrows, on the side of some cross street—on to the intersection.

Q. Did you know from whom he received it? A. I do not know, sir.

Q. Who is signed by any person or persons; and if so, by whom? A. It is my inpression that it was signed by some of the members of the board.

Q. Who had signed it? A. I didn't have the paper in my hand. I asked that it might be read, but did not examine it, except to hear it read.

Q. Do you know whether that paper had been signed by Mr. Magruder? A. I think it had.

Q. Had it been signed by Governor Shepherd?

A. That is my impression that it was in November when the grading pursuant to the state here that when that was presented to me, Mr. Johnson used this expression: "I have a paper here that when that was presented to me, Mr. Johnson used this expression: "I have a paper here that when that was presented to me, Mr. Johnson used this expression: "I have a paper here that when that was presented to the board."

Q. What became of that paper? A. I would like to state here that when that was presented to me, Mr. J

me.
Q. Let me see it. [Witness produced the same and handed it to Mr. Wilson.] A. We had about six days of grading with our gang of men, which I have here on my time-book, marked "men."
By the Chairman: Q. How many men! A. Forty men.

By Mr. Christy: Q. You have stated that under the first contract for laying wood pavement of the DeGolyer & McClellan No. 2, in Chicago, the company received \$2.957 A. I. think that was it.

Q. Since that time what was the lowest price paid for that pavement in Chicago per square yard? A. I think about \$1.75 for the DeGolyer & McClellan pavement.

Q. How does that compare with the cost of other wooden pavements? A. It was considerably less in some respects than the other pavement—that makes a difference between using cement—that makes a difference of—for instance, if we should use cement we figure at about \$0 cents a yard, and in the treating process it would be about the same; so that there would not be much difference between the cost of the ironized wood and the other De Golyer.

Q. Look at that, and see whether it is his handwriting or not? [A. Weil, sir. I could not swear to witness.] A. Weil, sir. I could not swear to witness.] A. Weil, sir. I could not swear to witness.] A. Weil, sir. I could not swear to witness.] A. Weil, sir. I could not swear to witness.] A. Weil, sir. I could not swear to witness.] would not be much difference between the cost of the tronized wood and the other De Golyer . A. I think I do. Yes, sir.

Q. Do' you know the handwriting of Mr. Cook! A. I think I do. Yes, sir.

Q. Look at that, and see whether it is his been done by the board in see.

Q. What has been the manner of awarding to mirred since you have been a member of the board in see.

Q. Both at their cook! A. I think I do. Yes, sir.

Q. Look at that, and see whether it is his one, or have individual members of the board in see.

Ry Mr. Harrington: Q. When did your difficient this looks like his writing.

By Mr. Harrington: Q. When did your difficient this been that amount of witness. A. Well, sir, I could not swear to it, but this looks like his writing.

Q. Bate whether there was that amount of board they have been in the board had been composed with it is. A. I am not aware that they have been it, but this looks like his writing.

Q. Bate whether there was that amount of board.

Re-State whether there was that amount of board they have been in the contractes have been in the contracted of uning money? A. If the contracted of uning money? A. If the contracted of uning money? A. If the contracted in the contracted the contracted the contracted the contracted that the contracted the contracted that the contracted that the contracted that th

of wood parement has the roughted the second and the principal tiles of the extent of the second th

That would make it about four mouths.

By Mr. Christy: Q. In what place did Peter McNamara get the gravel that he furnished!
A. Got it down by the hospital, out of the cut from the bank.

By Mr. Wilson: Q. Do you mean Providence hospital! A. Yes, sir; Providence hospital!

By Mr. Christy: Q. From Providence avenue!
A. Yes, sir.

Q. From the street or avenue! A. I think there is an avenue there. I think Mr. Barnes was grading an avenue through the place. We conform—from the front of the Providence hospital. There is a reservation there, I think. I know that Mr. Barnes was doing grading at the time.

TESTIMONY OF H. A. WILLARD.

the time.

TESTIMONY OF H. A. WILLARD.

H. A. Willard, a witness called on behalf of the memorialists, having been duly sworn, was examined.

By Mr. Wilson: Q. You are a member of the Board of Public Works, I believef A. Yes, sir.
Q. How long since you were appointed? A.
I think about the 20th of May, 1873. Q. Do you know of a controversy between the board and Samuel Strong in regard to con-tracts that he had or indebtedness existing? A. I would be glad to have you refer to some

board.

Q. Did Dr. Blake sign it? A. No, sir.
Q. Did Mr. Cluss sign it? A. No, sir.
Q. Did Mr. Cluss sign it? A. No, sir.
Q. Did he refuse! A. Yee, sir.
Q. That paper you say was destroyed? A.
That paper was torn up in the office.
Q. What was the substance of it, as near as you can remember? A. Well, sir, it was asking that the whole matter of Mr. Strong's might be referred to arbitrators—all matters relative to work he had done under the board since its existence or since he had had contracts. By the Chairman: Q. How many men! A. Forty men.

By Mr. Wilson: Q. For how many days! A. For about six days, I should think. I have marked it opposite my "time" here as "grading," (referring to book.) This was on Eight street.

Q. What were there men worth a day! A. We paid our men \$1.50 a day.

Q. Was there any other grading than that that you have in your book! A. No, sir, that is all the grading we did.

Q. State whether you used any carts in doing that grading! A. No, sir. We did not use any carts at all, I think.

Q. Did you make up a pay-roll! A. Yes, sir.

Q. Did you make up a pay-roll! A. Yes, sir.

Mr. Harrington. No, sir; there was a copy taken. It is the paper which was handed to the chairman, and I saw it done.

By Mr. Merrick: (To the witness.) Did I not understand you to say that It was destroyed.

By Mr. Merrick: (To the witness.) Did I not understand you to say that It was destroyed.

A. I do you make up a pay-roll! A. Yes, sir.

Mr. Merrick, Mr. Willand said it was destroyed.

Mr. Harrington. No, sir; there was a copy taken. It is the paper which was handed to the chairman, and I saw it done:

By Mr. Merrick: (To the witness.) Did I not understand you to say that it was destroyed! A. I did not have that paper in my hands. My impression is that it was destroyed. I merely heard it read.

By Mr. Wilson: Q. Did you see that paper torn up? A. It is my impression that I saw it torn up.

Yes, sir.

Q. Prior to that time you had no trouble! A.
Well, I am only speaking from the time I was connected with the board. That was about the first of October, when I had the awarding, the first of October, when I had the awarding the first of October, when I had the awarding the first of October, when I had the awarding the first of October, when I had the awarding the first of October, when I had the awarding the first of October, when I had the awarding the first of October, when I had the awarding the first of October, when I had the awarding the first of October, when I had the awarding the first of October, when I had the awarding the first of October, when I had the awarding the first of October, when I had the awarding the first of October, when I had the awarding the first of October, when I had the awarding the first of October, when I had the awarding the first of October, when I had the awarding the first of October, when I had the awa or you might say ordering, of the work done. It was ordering the work that had been already Q. Have you had any money to pay to con-

Q. Bave you had any money to pay to contractors since you have been the executive officet.

Q. Do you know the state of the finances of this board? A. I do not.

Q. Do you know anything at all about it? A. I do not.

Q. Do you know whether the board has been in a position, since you became its executive for the state of themselves.

(Mr. Wilson here called for the contract for finances of the state of themselves.)

the contractor being paid.

Q. Your reliance, then, was upon getting money out of the Government to pay for this work, was it? A. Yes, sir; a reliance that the Government would pay the board what was Q. I am not asking you that. I sak you if that was not the recomment the understand Government would pay the board what was fine them.

Q. I am not asking you that. I ask you if that was not the agreement, the understanding, or the direction that was given with referencent owed the board. A. That I could not ence to that work! A. There was no direction

enment.

Q. That was your reliance, and not any moneys that you had on hand of your own! A. From that and the assessments that were to come in for the work done.

Q. What was the market-value of the securities of this corporation about the time that you became its executive officer? A. That I am not prepared to answer.

Q. Who was the market-value of the securities of this corporation about the time that you became its executive officer? A. That I am not prepared to answer.

Q. Do you know what the certificates of isdebtedness were selling for in the market here?

Q. Well, I ask you the question now again,

prevented their being able to realize from their certificates.

Q. If you had had money the panic would not have had any effect, would it—if there had been any money in the treasury! A. I think we should have been able to have gone on with

is it not the fact that it was well known that the board was in no condition to pay the money on any contracts, and had not the board for many months past been paying contractors simply with certificates and not with money? A. They were not paying the contractors with certificates—auditor's certificates. That was merely unditing their accounts. The contractors, I have no doubt, were paid by the sewer-certificates. Q. Well, that was not money! A. No, sir;

Port of Pains Write is Chinese with the second control of the product of the prod to that.

Q. 1st a time the way as simply to superintend.
Q. 1st when the dist poor a proposal content of the process testing the summer of paying that a proposal content of the process testing the time of the process test Q. Do you know whether any of these sewer certificates were hypothecated for the purpose of paying that January interest. A. That I have understood to be the case.

Q. Where were those sewer certificates hypothecated? A. In New York, I believe.

Q. Do you know what amount was hypothecated? A. Noysir.

Q. Do you know at what rate they were hypothecated? A. I do not, sir.

Q. Have you ever been informed by any member of the board that they had been hypothecated? A. Yes, sir.

Q. Have you ever been informed at what rate they have been hypothecated? A. If I have I have not retained it in my memory.

Q. Who informed you that they had been hypothecated? A. The treasurer.

Q. Did you get that information from anybody else? A. No, sir.

Q. Who did the treasurer inform you had hypothecated them? A. I do not know that he

A. Yes, sir.

By Mr. Stanton: Q. That is at board rates!
A. Yes, sir.

By Mr. Wilson: Q. What is the reason that it was hard to get contractors to do the work!
A. Well, sir, the panic struck them first, and then the investigation second. I think that has been the trouble.

Q. Has your difficulty in getting contractors only been since this investigation began?

A. No, sir. I can only refer you to the regular board rates. They have not been allowed extra for taking the earth under the track. That I recollect.

Q. Was there anything deducted from Taylor & Filbert on account of grading, that their contract for paving that street carried with it?

A. That the engineer can answer better than I

tion: Is it not the fact that, upon a consulta-tion with you, Taylor& Filbert were allowed for that two feet of grading under the tracks! A. It s my impression they were not allowed two

Q. Do you know whether the board has been in a position, since you became its executive officer, to make any contracts for which you could promise to pay money? A. Yes, sir; I think that they had good grounds for making contracts, from the fact that I believe there was a large amount of work done for which the Government owed the board, and I certainly should not myself have ordered work unless I saw that there was a fair prospect of the contractor being paid.

Q. Your reliance, them, was upon getting money out of the Government to pay for this work, was jit? A. Yes, sir; a reliance that they should have no grading deducted on account of that contract? A. I gave no directions and no orders with reference to that; that did not apply to all others.

Q. All others of Taylor & Filbert's? A. All others of familiar work.

ment owed the board. A. That I could not answer without a reference.

Q. Cannot you give us the amount in round numbers; has this matter never been considered. I think the amount was \$1,600,000, aside from the sewer taxes which was due from the Government.

Q. That was your reliance and not any track, for taking out the earth-averagating track.

you became its executive officer? A. That I am not prepared to answer.

Q. Do you know what the certificates of isdetedness were selling for in the market here!

A. No, sir. I should refer to the quotations at the dates if I were to give you an answer.

Q. What was about the market-value about the time that you became the executive officer of the board? A. Are you now referring to the auditor's certificates?

Q. Yes, sir. I mean these certificates that are in the market here. A. I don't think that I can give an intelligent' answer, for I had and nothing to do with them.

Q. Do'you not know, from your position as a member of the board and as a business man in this city, that those certificates were at a very large discount? A. They were, str.

Q. At 40 and 50 per cent. discount, were they not? A. I presume they were.

Q. Dulf that have anything to do with your difficulty in getting men to take contracts at board prices? A. Yes, sir. I was supposed it would prolong the matter, and the moertainty of getting it was something.

Q. Then it was not this investigation that was preventing men from taking contracts, was it? A. The investigation prevented the obtaining of money from the Government. It was supposed it would prolong the matter, and the moertainty of getting it was something.

Q. What the was all halled to that was all all all the an investigation that there would be an investigation that there would be an investigation so far back as the time you became the executive officer of this board? A. No, sir.

Q. Then that had nothing to do with this difficulty in getting contractors? A. A. I have a supposed it would prolong the contracts; it presented their being able to realize from their cortificates.

Q. If you had had money the panic would be the their being able to realize from their cortificates.

street? A. Yes, sir; I am certain, because i was filled up before to that point, or near that

board or reduc works for 1873, and also in the Governor's answer, at page 480, that it is claimed the Government is indebted to the Dic-trict for work in and around reservations and public buildings. \$573,171.75. Have you at your office a schedule upon which that esti-mate is made up? A. I presume the office can furnish it.